

Caughlin Ranch's Architectural Control Committee (ACC) to ensure this policy is enforced in a way that encourages creative design and considers the specific site conditions involved. The Architectural Control Committee shall have sole authority in determining compliance with this policy. Of course, all applicable codes will be adhered to.

Landscaping

Landscaping will be designed and maintained to fit the particular use and to blend in with the natural environment. Certain landscaping requirements are spelled out in the Covenants, Conditions and Restrictions and all landscaping plans will be reviewed by the ACC. The ACC will use the following criteria to evaluate landscaping plans:

Policy 1 - Visual Criteria

- A. The overall forms of the introduced plant material should be visually similar to any existing on-site vegetation.
- B. Where limited on-site vegetation exists, plant forms should be kept similar to each other in order to provide neighborhood unity.
- C. Colors and textures of plant material should be limited within neighborhoods to strengthen unity and provide a "sense of place". Monochromatic color schemes (shades of the same color) will be encouraged.
- D. Ultimate size of plants will be given careful consideration. Plants which quickly outgrow their usefulness will be avoided. Minimum planting requirements are specified in the Covenants, Conditions and Restrictions.

Policy 2 - Functional Criteria

- A. Plants selected should have similar growing requirements to those already existing. This reduces the problem of overwatering and shading out plants which have adapted to natural conditions.
- B. In areas where screening is needed, the plants selected will be evaluated for their screening effectiveness. Evergreens which branch close to the ground will be favored.

C. Trees which provide a shade canopy over hard surface areas are desirable. Trees will be evaluated in terms of how well they enhance architecture, enclose pedestrian spaces, and link various activity centers within the project.

D. The use of plants to reduce heating and cooling needs around living units is desirable. Evergreens along the north and west sides of units will be encouraged, since they create air pockets against the house which act as an insulator. Deciduous plants around the perimeter of the unit will be encouraged since they provide summer shade while allowing winter sun to enter the unit from the south.

Policy 3 - Cultural Requirements

- A. The primary intent will be to match the requirements of the proposed plants with those existing on the site in order to insure survival rates and compatibility.
- B. Since water conservation is a concern, new plantings that can survive on existing rainfall or that can withstand prolonged periods of drought will be favored.
- C. Plants which require little maintenance will be favored over those which require constant spraying and pruning to remain healthy. Plants that are highly visible in public areas will require some additional maintenance to eliminate constant fertilization. Homeowners will be encouraged to have a soil analysis done to determine pH, acidity/alkalinity, general soil type, and the availability of nutrients. They can then select plants which adapt well to the existing conditions with a minimum amount of upkeep and water by checking with the County Extension Service. This analysis will be submitted to the ACC with the building and landscape plans.
- D. Plant materials selected should contain a combination of fast, medium and slow growth rates. Fast growth plants adapt quickly, provide quick cover, but have a short life span and are sometimes subject to disease. Medium growth plants take over as the faster plants begin to die out, usually after 15-20 years. They are generally more attractive and less subject to disease. Slow growth plants remain small for a long period of time, but eventually become a dominant plant type. They are highly resistant to disease, long-lived and are not subject to the problem of wind breakage.

E. A variety of sizes should be planted to provide a more natural appearance and reflect the availability of a particular plant material.

Policy 4 - Irrigation Ditches

In order to maintain the character of the site, irrigation channels should not be concrete lined, as has been the case in other areas. Any lining should be of a character consistent with the existing and proposed landscapes. Alternative lining and/or maintenance methods will be reviewed by the County and/or City when areas adjoining irrigation ditches are at the final design stage.

Policy 5 - Recommended Plants

The following is a list of recommended plants:

Recommended Plants	
Common Name	Botanical Name
Small-Medium Deciduous Trees	
Bradford Pear	<i>Pyrus calleryana</i> 'bradfordi'
Crabapple	<i>Malus</i> sp.
Ginkgo	<i>Ginkgo biloba</i> (male only)
Hawthorne	<i>Crataegus</i> sp.
Plum, purple	<i>Prunus cerasifera</i>
Western Redbud	<i>Cercis occidentalis</i>
Flowering Almond	<i>Prunus triloba</i>
Smooth Sumac	<i>Rhus glabra</i>
Smoke Tree	<i>Cotinus coggygria</i>
Golden Chain Tree	<i>Laburnum anagyroides</i>
European Mountain Ash	<i>Sorbus aucuparia</i>

Large Deciduous Trees

Green Ash	<i>Praxinus pennsylvanica</i>
Honeylocust	<i>Gleditsia triacanthos</i>
Golden Rain Tree	<i>Koelreutaria paniculata</i>
Sweet Gum	<i>Liquidambar styraciflua</i>
Mulberry	<i>Morus alba</i>
London Plane Tree	<i>Platanus acerifolia</i>
Scarlet Oak	<i>Quercus coccinea</i>
Little-leaf Linden	<i>Tilia cordata</i>
Norway Maple	<i>Acer platanoides</i>
Pin Oak	<i>Quercus palustris</i>

Small-Medium Evergreen Trees

Chinese Juniper	<i>Juniperus chinensis</i>
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>
Pinion Pine	<i>Pinus edulis</i>
Limber Pine	<i>Pinus flexilis</i>
Hybrid Yew	<i>Taxus media</i>

Large Evergreen Trees

Incense Cedar	<i>Calocedrus decurrens</i>
Jeffrey Pine	<i>Pinus jeffreyi</i>
Ponderosa Pine	<i>Pinus ponderosa</i>
Scotch Pine	<i>Pinus sylvestris</i>
Colorado Spruce	<i>Picea pungens</i>

Deciduous Shrubs

Flowering Quince	<i>Chaenomeles japonica</i>
Cinquefoil	<i>Potentilla fruticosa</i>
Alpine Currant	<i>Ribes alpinum</i>
Strawberry	<i>Symphoricarpos albus</i>
Japanese Barberry	<i>Berberis thunbergi</i>
Golden Current	<i>Ribes aureum</i>
Bridal Wreath	<i>Spiraea vanhouttei</i>
Siberian Peashrub	<i>Caragana arborescens</i>
Redosier Dogwood	<i>Cornus stolonifera</i>
Burning Bush	<i>Euonymus alatus</i>
Forsythia	<i>Forsythia intermedia</i>
Sweet Mock Orange	<i>Philadelphus coronarius</i>

Deciduous Shrubs (cont.)

Lilac
Silver Buffalo Berry
Staghorn Sumac
Odessa Tamarix

Syringa chinensis
Shepherdia argentea
Rhus typhina
Tamarix odessar

Evergreen Shrubs

Four-wing Saltbush
Mentor Barberry
Scotch Broom
Yucca
Manzanita
Firethorn
Pfitzer Juniper
Hetz Juniper
Hollywood Juniper
Japanese Yew

Atriplex canescens
Berberis julianae
Cytisus scoparius
Yucca filamentosa
Arctostaphylos manzanita
Pyracantha coccinea
Juniperus chinensis 'Pfitzeriana'
Juniperus chinensis 'Hetzii'
Juniperus chinensis 'Torulosa'
Taxus cuspidata

Ground Covers

Bearberry
Cotoneaster
St. Johnswort
Lavender Cotton
Winter Creeper
Honeysuckle
Snow in Summer
Carpet of Snow
Bar Harbor Juniper
Blue Fescue
Moss Phlox

Arctostaphylos uva-ursi
Cotoneaster 'Lowfast'
Hypericum calycinum
Santolina chamaecyparissus
Euonymus fortunei
Lonicera japonica
Cerasteum tomentosum
Lobularia Maritima 'Carpet of snow'
Juniperus horizontalis 'Bar Harbor'
Festuca ovina 'Glauca'
Phlox subulata

Signage, Lighting & Fencing

All signage, lighting and fencing is to be consistent with the site/theme sensitive scheme that has been developed for the Caughlin Ranch. Lighting, signage, and fencing in the Ranch will be of a unified design. They are the threads tying the entire project together. Implementation of the design elements will support the emphasis placed on creating and enhancing the natural, outdoor ranch atmosphere of the project.

Conformity to this provision will again rest solely with the ACC.

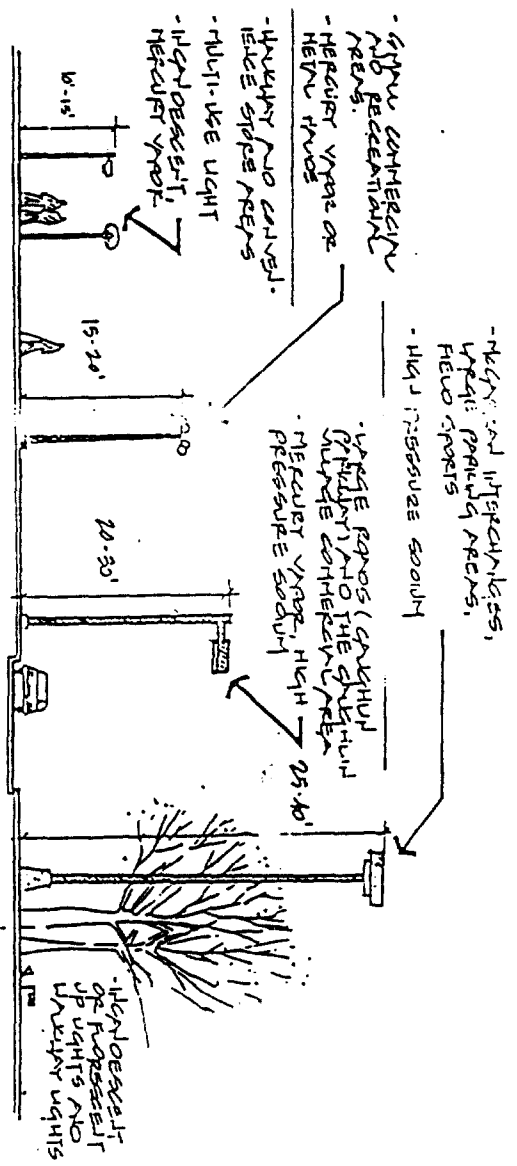
Caughlin Ranch Master Plan Update II

Policy 1 - Lighting

Lighting in the Caughlin Ranch will be functional and aesthetically pleasing. It will illuminate streets and pathways, points of potential pedestrian/automobile conflict, foster a sense of security and light signs. Aesthetically, it will highlight entrances to buildings, key areas of the Ranch, and points of interest. Lighting along public streets will be owned and operated by the governmental entity that owns the street.

Lighting used in residential areas will have three basic functions. It will provide a sense of security, mark a driveway at the street level, and illuminate entryways and outdoor living areas. Lighting standards are as follows:

- A. The scale, placement and style will be determined by its function. Example: pedestrian and slow vehicular lighting will not be intense and close to the ground.
- B. Soft, indirect lighting will be employed wherever feasible, particularly in residential areas.
- C. The support structure for lighting is encouraged to be made of natural material, unless natural materials are proven impractical.
- D. The light housings will be black, or of natural materials, or of a color harmonious to the structure.
- E. Spillover, intrusive light will be minimized.
- F. Lighting color will be uniform throughout the development.
- G. Energy consumption will be a factor in determining lighting types. Areas such as the Caughlin Square shopping center where lighting needs are considerable should use a life cycle costing approach to select lighting type.
- H. Lights will be placed where they are most useful rather than trying to light entire areas. For example, they should be used to illuminate informational and directional signage and for security, and not for flooding an entire backyard with light.



I. Lighting levels will conform to standards recommended by the Illuminating Engineers Society in IES Lighting Handbook, 4th Edition, New York, where warranted.

J. On public streets within the City of Reno, the style of light standard may be unique to the Caughlin Ranch development and will be approved by the City of Reno.

Policy 2 - Signage

Signage will be used as business and activity center identification, for public traffic control (stop signs, road crossings, school zoning, etc.) and for public information (street names, subdivision names, special places, etc.) Signage will be clear and direct, relating the required information with minimal confusion. Certain restrictions related to signage are also specified in the Declaration of Protective Covenants. All signage must be approved by the ACC and be in compliance with Washoe County Code, Chapter 105, (Sign Ordinance) for that portion of the Ranch within the unincorporated portion of Washoe County and be in compliance with the Zoning Ordinance for that portion of the Ranch within the City of Reno.

A. The size and scale of signage will relate to its exposure to passing viewers. For example, smaller scale signage will be used for slow moving traffic and in residential areas.

B. Signs will employ the various Caughlin Ranch logos and other symbols where such symbols effectively convey meaning.

C. Signs will be an integral part of the design of commercial and recreational buildings. For example, commercial signage will be included on facades of buildings and illuminated with indirect lighting where deemed appropriate.

D. The use of standing or hanging signage will be minimized to the extent feasible.

E. Signage structures will be made of natural materials as is practical.

F. Painted or bas relief lettering will be emphasized. Styles and graphic symbols should be as simple and bold as possible.

G. All signage will use a uniform color scheme and style.

H. Street numbers on single family dwellings will be made of wood, brass or black metal and affixed to the mail box post.

I. Residential district signage - all signs are to be reviewed and approved by the Architectural Control Committee.

1. Area identification signs

- a. The area may not exceed 64 square feet on each side.
- b. The height may not exceed 12 feet.

2. Construction signs

- a. The area may not exceed 800 square inches and 36 inches is the maximum dimension.
- b. The height may not exceed 72 inches.

3. Real property signs

- a. 24" x 18" is the standard size.
- b. Colors - Background - beige
Frame - black
Caughlin Ranch Logo - copper or green
"For Sale" - green
Realtor Name - black
Phone Number - green
- c. Design of Sign -
Caughlin Ranch Logo - 6" at top of sign
"For Sale" - 2-1/2" high
Realtor Name - 3" high
Phone Number - 3" high
- d. Rider - one "rider under sign will be allowed.
Colors - beige background/block type. Black or green lettering.
- e. Sold - When property sells, a red 'Sold' magnetic sign can be placed to the left of the Caughlin Ranch logo.

4. Political signs

- a. The area and height may not exceed that allowed for construction or real property.
- b. The sign is subject to removal, spacing and other requirements applicable to construction or real property signs.

5. Subdivision sales signs
 - a. The area may not exceed 64 square feet on each side for each subdivision or project.
 - b. Two signs are allowed, each having an area of 32 square feet on each side.
 - c. The height may not exceed 12 feet.
 - d. The distance between the signs must not be less than 200 feet.
 - e. The signs must be removed when all of the lots or units in the subdivision or project have been sold or leased.
6. Direction-information signs
 - a. The area may not exceed 64 square feet on each side.
 - b. The height may not exceed 12 feet.
7. Flashing and animated signs are prohibited.
- J. Nonresidential district signage - all signs are to be reviewed and must have approval by the ACC prior to installation.
 1. Area identification signs
 - a. The design must be reviewed and approved by the Architectural Control Committee.
 - b. The height may not exceed the height of the building it identifies.
 2. Construction and real property signs
 - a. The area may not exceed 32 square feet.
 - b. The height may not exceed 6 feet.
 3. Political signs
 - a. The area and height may not exceed that allowed under Policy I.4.
 - b. The sign is subject to removal, spacing and other requirements described under Policy I.4.
 4. Commercial project development signs.
 - a. The area may not exceed 64 square feet on each side for each project.
 - b. Two signs are allowed, each having an area of 32 square feet on each side.
 - c. The height may not exceed 12 feet.
 - d. The distance between the signs must not be less than 200 feet.
 - e. The signs must be removed when all of the units in the project have been sold or leased.

5. Direction-Information signs.
 - a. The area may not exceed 64 square feet on each side.
 - b. The height may not exceed 12 feet.
6. Business signs - freestanding. Freestanding signs are highly discouraged and will be presumed to be inappropriate unless proven otherwise to the ACC. If permitted, 64 square feet will be the maximum size.
7. Business signs - projected and wall signs.

Projecting signs and wall signs are allowed only under the following conditions:

 - a. The sign may project no more than one foot from the exterior of the building or extend one foot above the eaves of the roof.
 - b. The structure and supports such as guy wires and braces may not be visible.
 - c. The height may not exceed 12 feet.
 - d. The maximum allowable area is determined as follows:
 - 1) One square foot of sign area up to 64 square feet is allowed for each horizontal lineal foot of the building face to which it is attached.
8. Additional limitations on business signs
 - a. Flashing or animated signs are not allowed.
 - b. The aggregate square footage of freestanding, projecting and wall signs, may not exceed 192 square feet for each business unless approved by the Architectural Control Committee.
9. Illuminated signs are allowed under the following conditions:
 - a. The source of the illumination may not be directly visible from beyond the property line.
 - b. The wattage may not exceed 40 watts for each 4 square feet of area.
- L. Area of sign means the sum total of the geometric areas of the display surfaces which make up the total advertising display. Advertising structure, if any, is excluded, unless the structure is used as display surface.
- M. The signage standards may be exceeded if reviewed and approved by the ACC, if not contrary to any County or City requirements.

Policy 3 - Fencing

All fencing must be approved by the ACC. Fencing will be used for security, the safety of small children, and to control pets. In conjunction with other mediums, fencing will be employed to delineate various uses and to eliminate unsightly areas from view. Three types of fencing are explicitly approved for the Caughlin Ranch as follows: (1) a 3 - rail, 54 inch high split rail cedar fence is permitted along side and rear property lines and Caughlin Ranch boundaries. A 2 - rail, 42 inch high split rail cedar fence is permitted along equestrian trails and common areas; (2) a three and one-half to six foot high redwood fence with alternating facing of 1 x 6 redwood boards is acceptable for decks, screening or enclosing a yard for children; and (3) a three and one-half to six foot black vinyl chain link fence with black posts and hardware may be used for pet or pool enclosures. Separate fencing standards may be established and incorporated into this handbook for the various planning units or subareas of the Caughlin Ranch. Design criteria are as follows:

- A. Fences will be made of natural materials where possible unless it is proven to be impractical to the Architectural Control Committee.
- B. Solid fencing will only be used where security, safety and privacy is of primary concern.
- C. The use of chainlink fence will be minimized. Black vinyl chainlink will be used where this type of fencing is required.
- D. Simple open fences will be used to delineate common areas from private property.
- E. On residential lots that abut a street or common area, lot line fencing will be discouraged. Property lines will be kept clear from the house to the street except as approved by the ACC.
- F. Adequate sight distance will be maintained along roadways and at intersections according to accepted engineering practices. The design goal is to ensure that sight distances are equal to or exceed the stopping distances corresponding to a roadway's design speed.
- G. Fencing along ditches is to be of wooden rail with woven wire fabric or of other materials that are sensitive to the natural/ranch character of the project.

Building Siting/Envelopes

Policy 1 - General Considerations

All building siting will be such that disruption to the environment will be minimized, important site features are protected and the use and enjoyment of neighboring properties is not unduly impaired. A prime consideration is "matching" building and access to the particular piece of property under consideration. The minimum front yard setbacks for single family homes is twenty feet. The minimum rear yard setback for single family homes is fifteen feet, except adjacent to common areas where the minimum rear yard setback is ten feet. minimum side yard setbacks will be ten feet in the estate areas of Uniper Trails and The Pines and shall be five feet in other single family residential areas. These minimums do not apply to clustered single family homes which may vary in concept from standard setbacks on one extreme to zero lot line on the other.

Policy 2 - Evaluation Criteria

As a part of the Compliance Statements required by this handbook, any deviation from normal County or City setback requirements must be noted along with the reasoning for the deviation. The evaluation criteria specified in this policy will often conflict with one another. Thus, the objectives of each criterion must be weighted against those of the other criteria.

The developer and the ACC will be responsible for determining building locations, using the following criteria:

- A. Fit of building plans to the terrain. Finished grades surrounding buildings should match the existing, natural grades to minimize exposed cut and fill slopes.
- B. Degree of slope/topography in general. The more gentle a slope is and the more even the topography in general is, the more suitable an area is for building.
- C. Existing vegetation and natural features. The less vegetation and/or unique landforms of other natural features an area has, the more suitable it is for building because retention of these features is integral to the Caughlin Ranch.
- D. Views from the proposed structure. Viewsheds from a building site should be retained to the degree possible.

E. Effects on views from neighboring properties. When establishing building envelopes, the relationships between envelopes, where one building site can affect the views from other envelopes, will be considered.

F. Retention of usable open space. Usable open space includes, but is not limited to: areas that protect views, and areas that create space between homes, between differing land uses or between roadways and buildings.

G. Solar exposure and protection of solar access to adjoining properties. To the extent practical, the combined effect of envelope siting and height restrictions should be such that a building envelope will be in sunshine from 9 a.m. to 3 p.m. on December 21.

H. Vehicular access. Access to the building envelope should be such that the amount of land disturbance required for such access is minimal.

This section of the Caughlin Ranch Development Standards Handbook presents the evaluation criteria that form the basis for establishing building envelopes and thus, the basis for the ACC considering a variance request. No variance may be granted by the ACC that would be contrary to any setback requirements of the County or City unless expressly permitted by Washoe County or the City of Reno.

Tentative subdivision maps will include building envelope locations. The tentative map applications will also address how the above criteria were applied. Any special height restrictions designed to protect views and/or solar access will also be shown on the tentative map.

Policy 3 - Estate Lot Areas

In estate lot areas, all building must be confined to a predetermined building envelope. The building envelopes will be of a variety of shapes and sizes which will be recorded with the 'CC&Rs' and marked in the field. Variances from these envelopes must be approved by the Architectural Control Committee. The variance must also be approved by the County or City where the variance would allow building not in conformance with normal County or City setback requirements, if the setback variances were not previously approved in the subdivision approval process. Outbuildings, such as buildings for horses on equestrian lots,

are exempt from the Caughlin Ranch's building envelope requirements, but do require ACC approval as to design and location.

Geotechnical Studies

In order to study seismic and soil characteristics and to determine the safety and engineering qualities of the on-site soils, geotechnical work will be required as follows:

Policy 1 - Seismic Studies

Major faults will be located from historical data on each proposed tentative map and their activity will be analyzed. Should historical data show the faults in the area to have high risk, a seismic risk analysis will be performed by a registered professional engineer qualified and experienced in geotechnical engineering.

Policy 2 - Geotechnical Reports

For each development, a geotechnical report will be prepared that addresses site preparation, excavation, grading, filling, foundation requirements, slope and hill-side grading, as well as geological hazards.

Policy 3 - Pavement Section Requirements

R-value test results of the subsurface roadway soils will be submitted with final map design plans or with building permit applications for all roads or paved parking areas and pavement sections will be designed according to County or City standards.

Policy 4 - Groundwater Recharge Areas

Soil gradation (sieve) analysis or percolation test results will be submitted with final map design plans or building permit applications for all areas proposed for groundwater recharge.

Construction Practices/Revegetation

Policy 1 - Grading

All disturbed areas will be revegetated or renovated upon completion of construction. With proper erosion control methods and topsoil stockpiling, erosion and the loss of valuable topsoil can be minimized. Sediments entering creeks and drainage channels and wind-carried dust can also be greatly reduced. The following practices will be carried out:

A. Large scale grading will be limited to areas as small as is practically and economically feasible. Grading plans for nonresidential and attached residential building must show the order, timing, and extent of grading. Weather reports shall be monitored daily for wind and precipitation forecasts. All grading shall cease during periods of excessive winds and all grading sites shall be watered as early as practically feasible on days when high winds are anticipated.

B. Construction sites will be graded in sections that are as small as is practical, so that large exposed areas are minimal. Adequate drainage measures shall be maintained both during and after grading. All exposed areas shall be treated per a dust control plan approved by the Washoe District Health Department.

C. Existing vegetation will be saved whenever practical, since the roots bind soil together and protect the soil from water erosion and mudslides. Construction equipment will be limited to areas intended for specific improvements in order to minimize damage to vegetation, as specified in the Declaration of Protective Covenants.

D. On steeper slopes, diversion channels will be constructed at the top of slopes and at regular intervals along the slopes to prevent water from accelerating down the slope and the resultant washing of away soil.

E. Temporary sediment control basins will be constructed in areas where silt type soils exist or where silt could enter a drainage channel. In the City of Reno, envirotype fencing in conjunction with temporary sediment control basins will be used.

Policy 2 - Seeding, Planting And Mulching Methods

Seeding, planting and mulching are outlined below:

A. Seeding should be done as soon as possible after finish grading has been completed given consideration to the season and the type(s) of plant materials to be used. It is more successful if done in early spring after the ground softens, or in the early fall when the seeds have time to become established before winter. Spring and fall also provide enough rain to germinate the seeds. Seeding that is not to be irrigated will only be done in early spring or early fall. Where possible, seed will be drilled into the soil.

B. Steep slopes not accessible by machine should be seeded with a mechanical broadcaster and raked by hand. Accessible areas should be hydromulched.

C. Woody plants, shrubs and trees can be used for revegetation of disturbed areas, but for initial cover and quick protection, grasses are the most valuable. Many trees and shrubs can be established by direct seeding, others are best planted using cuttings. The random arrangement of trees and shrubs provides a more natural appearance for a newly graded area. Following are two plant lists, one for trees and shrubs, and the other for grasses. Four or five different plant types should be selected to ensure a good survival rate and healthy competition. The plant list is not intended for use in fire breaks. Initial coverage required is dependent on the species involved.

Trees And Shrubs

Bearberry
*Big Sagebrush
*Big Saltbush
*Bitterbrush
Black Locust
*Fourwing Saltbush
Golden Currant
Greenleaf Manzanita

Pinemat Manzanita
Ponderosa Pine
Jeffrey Pine
*Rubber Rabbitbrush
Skunkbrush Sumac
Snowberry
Woods Rose
Juneberry

*Establish well from seeds

Grasses And Legumes

Fairway Crested Wheatgrass
Siberian Wheatgrass
Desert Wheatgrass
Sodar Wheatgrass
Thickspike Wheatgrass
Indian Ricegrass
Sand Dropseed
Alkali Sacaton
Yellow Sweetclover

D. A wood fiber material or jute matting should be used to prevent the seeds from being blown or washed away. Other mulches which can be used include straw, seed husks, and bark. The mulch should be anchored with a matting or one of a number of commercial tackifiers.

E. Fertilizer and additional water applications will be based on soil fertility tests and the general appearance of the vegetation during subsequent growing seasons.

F. On very low fertility areas, the application of 40 to 80 pounds of nitrogen, 50 to 75 pounds of phosphoric acid and 50 pounds of potash per acre will provide a good growing medium for the seeds.

Policy 3 - Top Soil Protection

Measures to protect top soil include these items:

A. Areas to be regraded will have the topsoil stripped and replaced to provide a better medium for plant growth. Existing topsoil contains native seeds and plant cuttings that will grow in conjunction with introduced seeds.

B. Topsoil that is removed will be stockpiled nearby to lessen the cost of transportation. The stockpile should be protected from erosion by seeding, watering, mulching, or covering.

C. Care should be taken in the placement of the topsoil stockpile. Existing drainageways must be kept clear to allow water to flow unimpeded. Ridge tops susceptible to high winds should also be avoided.

Caughlin Ranch Master Plan Update II

D. After grading has been completed, certain precautions must be taken to ensure the topsoil is not lost. Slopes should be scarified so that the topsoil does not slip off when saturated with water. In areas of fill, the soil should be placed in a series of lifts and compacted after each lift. Terraces should become a part of the slope, acting to slow down water, stabilize the soil and provide a flat surface for plant establishment.

E. Where topsoil is very thin or non-existent, scarification is necessary to provide at least one inch of loosened material for plant growth.

Implementation/Enforcement

This section specifies what portions of the Caughlin Ranch are proposed to be annexed into the City of Reno. The master Declaration of Protective Covenants (as recorded in Washoe County on August 8, 1984; document #942122) are also presented. A Statement of Compliance that addresses the standards of this handbook is required for any project that would normally require any administrative permit were it not for the fact that this handbook and its associated major project review are approved. This statement must be submitted to the County or City for approval after review by the Caughlin Ranch. Copies of the "ACC check list," the "REEEP," and the improvement agreement are also included.

Annexation

Policy 1 - Targeted Areas

The parts of the Caughlin Ranch that are proposed to be annexed into the corporate limits are depicted in Figure 10. These targeted areas are essentially all of the River Run, The Meadows, Caughlin Ridges and the Caughlin Village area. Parts of Juniper Trails are also slated for annexation. Alum Creek is the annexation boundary. The areas targeted were selected for required annexation because they adjoin current City limits and/or affect a sensible municipal boundary. Petitions for annexation will be filed with the City at the time of any tentative map, special use permit, or other application for development. This policy is fully implemented.

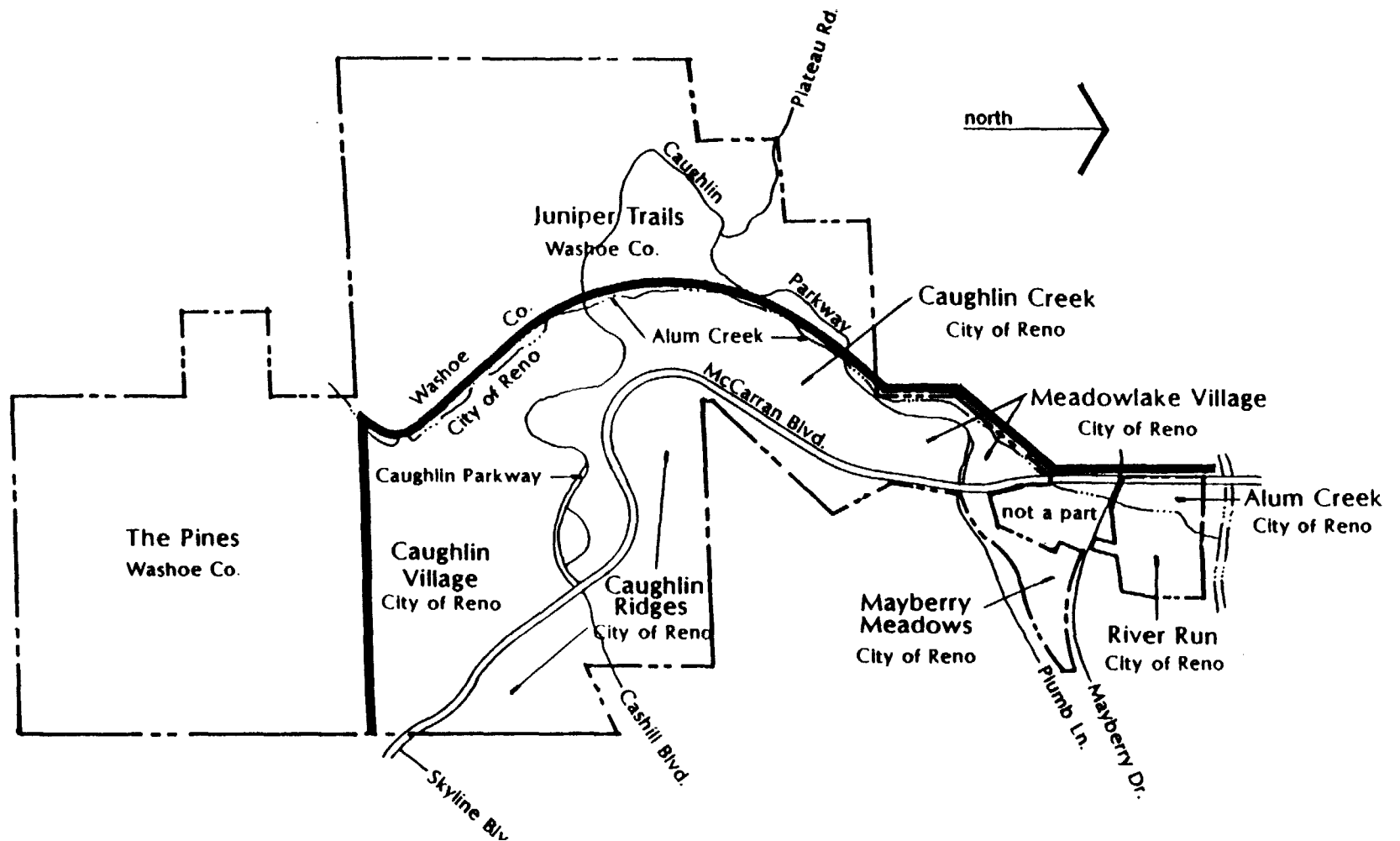
Policy 2 - Phased Annexation

Applicants for tentative maps and other applications in the areas designated as suitable for annexation into the City of Reno will make application to the City, including petition for annexation. Annexation of all the targeted areas will be required prior to the implementation of the Recreation Management Plan by the City of Reno. This policy is fully implemented.

Policy 3 - Caughlin Ranch Theme And Standards

All petitions for annexation will be contingent on the City and the developer maintaining the design and development standards and practices as presented in this handbook. The intent of this policy is to ensure the entire Caughlin Ranch develops in a sensitive, unified manner, whether the development takes place in the City or the County.

Annexation Map



Declaration of Protective Covenants

These Covenants apply generally to the entire Caughlin Ranch. Supplementary Covenants, Conditions and Restrictions may be filed with any final map or with the issuance of a building permit or in conjunction with any land sale where slight modifications to these covenants are deemed necessary and desirable. These changes may be either more stringent or more lenient as the specific case may require in the opinion of the Declarant. All changes that directly affect the enforcement of the Board of County Commissioners' or the Reno City Council's approval as expressed through this handbook will be reviewed by the County and/or City.

Index

**Declaration Of Protective Covenants
Caughlin Ranch**

Recitals

I. Definitions

II. Land Use

- A. Single Family Residential**
 - 1. Minimum Area
 - 2. Height Limitation
 - 3. Building Envelope
- B. Multiple Family Residential**
 - 1. Location
 - 2. Minimum Living Areas
 - 3. Carport, Garage or Screened Parking Area
 - 4. Areas Held in Undivided Interests Within Multiple Family Residential Parcels
 - 5. Draperies in Multiple Family Residential Units
- C. Common Areas**
 - 1. Ownership
 - 2. Use
 - 3. Maintenance
 - 4. Subsequent Dedication

III. Residential Restrictions

- A. Accessory Outbuildings**
- B. Completion of Construction**
- C. Prohibition Against Used Structures**
- D. Maintenance of Lots**
- E. Disposal of Sanitary Waste**
- F. Fences**
- G. Nuisances**
- H. Signs and Lot Numbers**
- I. Animals**
- J. Garbage and Refuse Disposal**
- K. Concealment of Fuel Storage Tanks and Trash Receptacles**
- L. Antennas**
- M. Travel Trailers, Motor Homes & Boat Storage**
- N. Defacing or Removal of Common Area Improvements**
- O. Limited Access**
- P. Docks and Piers**
- Q. Resubdivision or Joinder of Lots**
- R. Operation of Motor Vehicles**
- S. Utility Lines**
- T. No Commercial Enterprise**
- U. Temporary Structures**
- V. Peaceful Enjoyment**
- W. Excavation**
- X. Certificate of Occupancy**
- Y. Clotheslines**
- Z. Landscaping**
- AA. Garages**
- BB. No Commercial Leasing**
- CC. Chimneys**
- DD. Building Height**
- EE. Driveways**
- FF. Exterior Lighting**
- GG. Exterior Walls & Trim**
- HH. Mailboxes**
- II. Roofs**
- JJ. Removal of Trees, Rocks, Shrubs or Other Natural Forms**
- KK. Construction Procedures**

IV. The Architectural Control Committee

- A. General Powers
- B. Committee Membership
- C. Grounds for Disapproval
- D. Rules and Regulations
- E. Variances
- F. Certification of Compliance
- G. Administrative Fees
- H. Liability
- I. Principal Office
- J. Enforcement

V. Caughlin Ranch Homeowners Association, A Nonprofit Corporation

- A. General
- B. Control of Association by Declarant
- C. Membership
- D. Membership Rights, Privileges and Obligations
- E. Duties of Association

VI. Assessments

- A. General
- B. Annual Assessments
- C. Special Assessments
- D. Notice
- E. New Units
- F. Collection and Lien
- G. Priority of Lien
- H. Enforcement
- I. Proof of Payment
- J. Suspension
- K. Fiscal Year

VII. Easements

- A. Reservations
 - 1. Utilities
 - 2. Shoreline Maintenance
 - 3. Slope and Drainage
 - 4. Paths, Trails and Greenbelts
 - 5. Other Easements
 - 6. Transfer of Easements

- B. Use or Maintenance by Owners
- C. Liability for Use of Easement
- D. Modification

VIII. Annexation

- A. Property to be Annexed
- B. Manner of Annexation

IX. Remedies

- A. Enforcement
- B. Suspension of Privileges
- C. Cumulative Rights

X. Grantee's Acceptance

XI. Severability

XII. Captions

XIII. Term And Amendment

XIV. Interpretation

XV. Disclaimer Of Liability

Exhibits

- A. Supplemental Declaration. (To be included with individual projects as needed).

Declaration Of Protective Covenants

Caughlin Ranch

This Declaration is made on February 1, 1984 by the Caughlin Ranch, (the Declarant), general partnership and D. Donald Lonie.

Recitals

Declarant is the developer of that certain real property located in the County of Washoe, State of Nevada, known as Caughlin Ranch, as shown on the master plan thereof attached hereto as Exhibit "A" and made a part hereof.

Declarant intends to sell and convey the lots and parcels situated within the Caughlin Ranch and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of all of the lots and parcels therein and the owners and future owners thereof.

Now, therefore, Declarant declares that all of the lots and parcels in the Caughlin Ranch, as hereinafter defined are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and parcels, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of the Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create a privity of contract and estate between the grantees of such lots and parcels, their heirs, successors and assigns; and shall, as to the owner of such lot or parcel, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other such lots and parcels in the development as hereinafter defined and their respective owners, present and future.

I. Definitions. The following terms as used in this Declaration are defined as follows:

Caughlin Ranch Master Plan Update II

A. "Articles" means the Articles of Incorporation of the Association.

B. "Association" means Caughlin Ranch, the property owners' association which is a Nevada nonprofit corporation.

C. "Board" means the Board of Directors of the Association.

D. "By-Laws" means the By-Laws of the Association.

E. "Committee" means the Caughlin Ranch Architectural Committee.

F-1. "Common Area" means all of the real property designated as such in the Supplemental Declaration; all real property which may be later described by Supplemental Declarations as common area; and all real property acquired by the Association, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be constructed thereon and owned by the Association, including, but not limited to recreational and community facilities, lakes, parks, paths and trails. Common area, as used in this Declaration does not include land owned in common or held in undivided interests by owners of multiple family dwellings within the Development.

F-2. "Construction Plans" means a set of drawings and specifications for the construction of residential or nonresidential building(s).

G. "Declarant" means the developers of the Caughlin Ranch, their Successors and assigns.

H. "Declaration" means this Declaration of Protective Covenants and any amendments hereto.

I. "Development" means all that property situated in the County of Washoe, State of Nevada, described in the Supplemental Declaration and all other real property which may be described in additional Supplemental declarations recorded from time to time with the Washoe County Recorder which Development is commonly known as the Caughlin Ranch.

J. "Improvements" means all buildings, outbuildings, streets, roads, trails, pathways, driveways, parking areas, fences, retaining and other walls, docks, piers, landscaping, light standards, antenna and any other structures of any type or kind.

K. "Land Owned in Common" means land owned in common or held in undivided interests by the owners of multiple family dwellings.

L. "Lot means any numbered lot as designated on the map or any living unit in a multiple family dwelling. Land owned in common as part of a multiple family dwelling shall not be considered to be a separate lot for purposes of this Declaration.

M. "Map" means the maps of the development as they are from time to time recorded.

N. "Multiple Family Dwelling" means a residential structure such as a townhouse or condominium structure containing two or more individual apartments or living units and constructed on a lot or parcel whose use is designated in the Supplemental Declaration as multi-family residential.

O. "Owner" means:

1. Any person or legal entity, including Declarant, who holds fee simple title to any lot, unit, or parcel within the development.
2. Any person or legal entity who has contracted to purchase fee title to a lot pursuant to a written agreement recorded in the Washoe County, Nevada, Recorder's Office in which case the seller under said agreement shall cease to be the owner while said agreement is in effect; or
3. A lessee of a lot under a recorded lease from the owner of fee simple title to said lot for a term of not less than fifty (50) years, in which case the lessor under said lease ceases to be the owner while said lease is in effect.
4. Owner does not include the Association.

P. "Parcel" means any portion of the development other than a lot or common area.

Q. "Single Family Dwelling" means a residential structure for the owner and his immediate family, his casual guests and his domestic servants and domestic employees, which dwelling is constructed on a lot designated in the Supplemental Declaration as a single family residential lot.

R. "Supplemental Declaration" means:

1. The recorded Supplemental Declaration of Declarant attached hereto as Exhibit "A"; or
2. In the case of parcels being subsequently annexed to the development, the recorded Supplemental Declaration of a Declarant which incorporates the provisions of this Declaration therein by reference.

In either event, the Supplemental Declaration shall include a description of the real property covered thereby subject to the provisions of this Declaration and shall designate the permitted uses of such property.

II. LAND USE. Lots and parcels in the Supplemental Declaration shall be designated therein as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of this Declaration and of the Caughlin Ranch Development Standards Handbook relating to such uses. In the event a use is designated for which no such provisions are contained herein (e.g., single family dwelling, multiple family dwelling, etc.), the same may be set forth in such Supplemental Declaration. Only activities connected with the designated uses may be carried out on any lot or parcel. There shall be no use of a lot or parcel other than the designated use.

A. Single Family Residential. Only single family dwellings and such outbuildings as are usually accessory thereto and as may be permitted by the Committee shall be permitted on any lot designated as single family residential. The following restrictions shall apply specifically to such lots.

1. Minimum Area. Each dwelling constructed shall have fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports, guest houses or other outbuildings) not less than fourteen hundred (1,400) square feet.
2. Height Limitation. No structure or portion thereof (except chimneys) constructed on any lot within the development shall extend to a point higher than that designated for such lot on an applicable supplement to this Declaration of Protective Covenants filed with the Washoe County Recorder from time to time with respect to each unit of the development, which supplement shall be so filed prior to the Declarant conveying any lots within any such unit. In the absence of such filing, height limitations within any unit shall be those for each lot within

such unit established by the Committee. Such height limits shall be shown on final subdivision plats. No height limits can exceed Washoe County or City of Reno ordinance requirements unless expressly permitted by Washoe County or the City of Reno through approval of supplemental declarations.

3. **Building Envelope.** The Declarant shall establish a building envelope and recommended point of access for each lot. This envelope will be based upon the topography of the lot, it's relationship to neighboring lots, and any unique feature that the lot may have such as trees, meadows, rock outcroppings, etc. The size and shape of the building envelope may vary from lot to lot. If, in the opinion of the declarant, certain lots do not warrant the establishment of a specially designated envelope, the envelope for those lots shall be set according to the normal setbacks of the governing local agency for that type of lot in question. In general, all building construction, shall be confined to the building envelope area. If, in the opinion of the Committee, the building envelope shall cause the lot owner undue hardship in the siting of his home or in the case of any outbuilding requested by the owner and deemed desirable by the Committee, small variances may be permitted by the Committee as long as County or City setback requirements are met. Any such variance must be in writing and signed by the chairperson of the Committee. The "Building Siting/Envelopes" section of this Caughlin Ranch Development Standards Handbook present the Evaluation Criteria that form the basis for establishing building envelopes and, thus, the basis for considering a variance request. No variance may be granted that would be contrary to any setback requirements of the County or City unless expressly permitted by Washoe County or the City of Reno.

B. **Multiple Family Residential.** Only multi-family dwellings and such outbuildings as are usually accessory thereto shall be permitted on any parcel designated as multiple family residential. The following restrictions and covenants shall apply specifically to such lots or parcels:

1. **Location.** Multiple family residential use shall be allowed only within areas approved for such use and as designated on Supplemental Declarations.
2. **Minimum Living Area.** The amount of fully enclosed floor area devoted to living purposes in each such unit shall not be less than eight hundred (800) square feet for an apartment, patio home or condominium unit or one thousand (1,000) square feet for a townhome.

3. **Carport, Garage or Screened Parking Area.** A carport or garage shall be constructed for each townhome unit. Screened parking areas in lieu of or in combination with garages or carports may be allowed for apartments, patio homes or condominium units if approved in writing by the Declarant and the Committee.

4. **Areas Held in Undivided Interests Within Multiple Family Residential Parcels:** (Referred to above as land owned in common.) Areas held in undivided interests within multiple family residential parcels shall not be conveyed to the Association but shall be owned, developed and managed consistent with the development plan or scheme for the multiple family residential parcels.

5. **Draperies in Multiple Family Residential Units.** The Committee may, prior to the sale of any units in a multiple family residential unit structure establish a uniform color scheme for all drapery liners on exterior windows. In the event such a color scheme is established, the Committee shall notify the developer of such units who shall be obligated to notify the individual purchasers prior to purchase of this requirement. Such color scheme shall be maintained until changed by the Committee with the consent of seventy percent (70%) of the owners of the structure involved.

C. **Common Areas.** All areas in the development designated as common areas, (owned and to be owned by the Association) are and shall remain private property and Declarant's recordation of a map showing such common areas shall not be construed as a dedication to the public of any such common areas located therein.

1. **Ownership.** Declarant will convey all such common areas to the Association (except as set forth herein) free and clear of all liens and encumbrances (other than liens for taxes), but subject to such easements and rights-of-way as then appear of record. Such conveyances shall be accomplished in segments from time to time as improvements, if any, to be located thereon as shown on the recorded maps of the development are completed.

2. **Use.** The use and enjoyment of said common areas and improvements thereon, whether before or after conveyance to the Association, shall be subject to the powers of the Association as set forth in its articles and by-laws and to rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Board of the Association.

3. **Maintenance.** Maintenance of such common areas and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance thereof to the Association; thereafter the Association shall have sole responsibility therefor.

4. **Subsequent Dedication.** At any time after conveyance to the Association of any common areas, the Association may, upon the affirmative vote of seventy percent (70%) of its membership offer any such property for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards. During the period of control of the Association by Declarant as set forth hereinafter in Section VI B, Declarant shall not offer for dedication any of the common areas of the Association.

III. RESIDENTIAL RESTRICTIONS. The following shall be applicable to all lots and parcels within the development, whether single family or multiple-family, and each owner, as to his lot or parcel, covenants to observe and performs the same:

A. **Accessory Outbuildings.** No accessory outbuildings (e.g. garages or sheds) shall be erected on any lot or parcel prior to the erection thereon of a dwelling. In no event shall any temporary structure or trailer or tent ever be used for human occupancy or habitation except such guest houses or servants quarters as may be approved in writing by the Committee as an accessory outbuilding may be used for human occupancy or habitation. Unattached accessory outbuildings may be constructed only as may be approved in writing by the Committee.

B. **Completion of Construction.** Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. Declarant or the Association may remove any such nuisance or repair or complete the same at the cost of the owner provided the owner has not commenced required work within thirty (30) days from posting a notice to commence such work upon the property and mailing a copy of such notice to the owner at the address appearing on the books of the Association. Such notice shall state the steps to be taken to eliminate the nuisance. Neither the Association nor Declarant nor any of their agents, em-

ployees or contractors shall be liable for any damage which may result from any maintenance work as performed, nor shall the Association or Declarant, or any of their agents or employees, be liable for any failure to exercise the right to also maintain any parcel or lot.

C. **Prohibition Against Used Structures.** No used or existing or previously constructed buildings or structures, intended for use as a dwelling or outbuilding, shall be placed on any lot from the date of recording this Declaration.

D. **Maintenance of Lots.** All lots and parcels, whether vacant or improved, occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, after giving thirty (30) days written notice in like manner as above set forth in subparagraph B, through its agents and employees, to undertake such work as may be necessary and desirable to remedy the unsightly, unsanitary or hazardous condition, the cost of which shall be added to and become a part of the annual assessment to which such lot is subject. The Board of Directors has sole discretion as to what is unsightly or unsanitary. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed nor shall the Association or any of its agents or employees be liable for any failure to exercise its right to also maintain any parcel or lot.

E. **Disposal of Sanitary Waste.** All permanent plumbing fixtures, dishwashers, toilets or garbage disposal systems shall be connected to the sanitary sewer system in the development.

F. **Fences.** Unless specifically restated in a Supplemental Declaration, the following general fencing guidelines shall apply. All property lines from single family dwelling houses to the street shall be kept free and open. There shall be no fences or walls over five (5) feet in height anywhere within the Development without Committee approval. There shall be no fences or walls surrounding multiple family dwellings without Committee approval. There shall be no chainlink, woven wire or any type of wire fence within the Development except for back yard pet enclosures and swimming pools as approved by the Committee for security or safety purposes. All fences and walls shall be approved by the Committee prior to installation and detailed plans therefor shall be submitted to the Committee as in the case of other structures. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and ap-

proved by the Committee. Washoe County or City of Reno height restrictions for fences in front yards also apply to the Caughlin Ranch.

G. Nuisances. No noxious or offensive activities or nuisances shall be permitted on any lot or parcel in the development. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, compost materials and similar matter, shall be permitted on any lot or portion thereof. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly and well-groomed manner, whether said lots are vacant or improved.

H. Signs and Lot Numbers. Other than during construction of a house, no sign, billboard or advertising structure of any kind may be displayed on any lot or parcel except upon application to and receipt of written permission from the Committee. The Committee shall not unreasonably withhold permission with respect to signs advertising a lot or parcel for sale, however the Committee may provide such signs of a standard size and color with space provided for insertion of the name and telephone number of the seller or seller's agent, which signs only shall be used if provided. One sign, identifying the contractor during construction or advertising a home for sale, is permitted, provided it is single sided, tan in color with black or green lettering, with a maximum area of eight hundred (800) square inches and the longest dimension not greater than thirty-six (36) inches. The sign is to be on its own post and shall not be placed higher than forty-two (42) inches from the prevailing ground plain. The sign must be placed no closer than twenty (20) feet from the nearest roadway and be approximately parallel to the centerline of the roadway. Wording of contractor signs shall be limited to the name and phone number of the contractor, the words "contractor" or "general contractor", if not contained in the firm name, and the architect or designer and owner(s) of the home. Subcontractor and materialmen signs are prohibited. Contractor signs must be removed upon completion of construction. All residences shall have a designated lot number that is easily viewable from the road of such design that is consistent with the community and approved by the Committee. Signs not meeting the standards of size, color and other specifications set forth herein, or as approved by the Committee, will be removed from the premises where displayed. They will be held for fourteen (14) days in the administrative office of the Association to be claimed by the owner. Exceptions to the above criteria may be granted by the Committee upon application. No other signs shall be permitted except as specified in this section.

I. Animals. No animals shall be kept or maintained on any lot except the usual household pets not kept for commercial purposes which shall be kept reasonably confined so as not to become a nuisance. Household pets shall not unreasonably interfere with the comfort, privacy or safety of other owners within the Development. No lot shall have more than two such household pets. The Declarant may file Supplemental Declaration allowing horses and/or 4-H animals limited to cattle and sheep on specific lots, providing those lots are a minimum of one acre in size and are in an area where such use would be in keeping with the physical constraints of the land and in character with the uses of the surrounding properties.

J. Garbage and Refuse Disposal. There shall be no exterior burning of trash, garbage or other like household refuse without a permit from the Committee, nor shall any owner accumulate on his lot junked or unsightly vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

K. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks and every receptacle for ashes, trash, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, lake, lot, parcel or common area within the Development except at the times when refuse collections are made.

L. Antennas. Television antennas, satellite discs, and antennas for shortwave or ham radio installations will not be installed on any lot or parcel without the express written permission of the Committee.

M. Travel Trailers, Motor Homes and Boat Storage. No travel trailer, motor home (R.V.) or boat trailer shall be parked within the Development for more than twenty-four (24) consecutive hours nor for more than five (5) days in a thirty (30) day consecutive period unless kept within a fully enclosed roofed garage so as not to be visible from any street, lot, parcel, lake or common area. The intent of this paragraph is to allow only for loading and unloading such vehicles within the Development unless kept in a garage as aforesaid.

N. Defacing or Removal of Common Area Improvement. No tree, shrub or improvement within a common area shall be defaced or removed except at the express direction of the Association.

O. Limited Access. There shall be no access to any lot or parcel on the perimeter of the development except from designated streets or roads as shown on recorded maps of the Development.

P. Docks and Piers. No dock, pier or other similar structure shall be erected on or into any lake within the development, except such structures as may be constructed by the Association with the written permission of the Committee.

Q. Resubdivision or Joinder of Lots. No lot or parcel shall be further subdivided except those designated multi-family residential and then only to the extent required or permitted by governmental authority nor shall there be any severance of the surface and subsurface rights. The owner of two or more contiguous lots may apply to the Committee for permission to use such lots as the site of a single dwelling. Notwithstanding such permission, said lots shall remain as separate lots for all purposes except as set forth in II.A.3 above.

R. Operation of Motor Vehicles. Except as to authorized maintenance vehicles, no motorized vehicle shall be operated in any area within the development except on a street or driveway. All speed limit and other traffic control signs erected within the Development shall be observed at all times. Motorized vehicles are specifically prohibited on all paths, trails or walkways, or common areas.

S. Utility Lines. With the exception of those major utility lines existing as of July, 1983, and the major service lines for "The Pines" area, all utility lines and connections within the development shall be placed underground. No light shall be suspended from a pole in excess of ten (10) feet from the ground within the development except those owned and maintained by the Declarant or the Association or as expressly approved in writing by the Committee.

T. No Commercial Enterprise. No business or commercial enterprise shall be performed or conducted upon any lot or within any dwelling or outbuilding within the development except for a home business as allowed under Chapter 110.088 of the Washoe County Code covering Planning and Zoning and for construction and sales activities directly related to and during the development stage of the development. Permission for any temporary construction or sales facility must be approved in writing by the Association and may be revoked at any time by the Association. Nothing herein contained shall be construed as preventing the construction of improvements within the development approved by the Committee.

U. Temporary Structures. No temporary structure of any form or type shall be permitted on any lot or parcel except during construction of a specific unit on that lot or parcel and as approved by the Committee.

V. Peaceful Enjoyment. No use of any lot or structure within the development shall annoy or adversely affect the use, value, occupation and enjoyment of adjoining property or the general neighborhood. Final determination within these bounds shall be left to the discretion of the Association.

W. Excavation. No excavation for minerals, stone, gravel or earth shall be made upon any lot other than excavation for necessary construction purposes relating to main dwelling units, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping, and landscaping, or in the erection of permitted fencing generally improving any lot.

X. Certificate of Occupancy. A certificate of occupancy must be issued by the appropriate governing Building Department prior to occupancy of any dwelling unit.

Y. Clotheslines. No clothes line shall be constructed or erected which would be visible from any street, lake, common area or other lot.

Z. Landscaping. Within eight (8) months of completion of the main dwelling unit, each lot or parcel shall be completely landscaped consistent with approved landscape plans in a manner suitable to the character and quality of Caughlin Ranch Development, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the development. A minimum of three (3) 15-gallon evergreen trees will be planted between the front lot line and dwelling unit as part of the overall landscape plan.

AA. Garage. Every single family dwelling unit constructed within the subdivision shall have on the same lot or parcel enough completely enclosed and covered automobile storage space for at least two (2) standard larger size automobiles.

BB. No Commercial Leasing. No owner of any lot shall participate in any plan or scheme for the rental of the improvements on such lot, nor shall any such lot be operated as a commercial venture. Nothing in this paragraph shall prevent an owner of a lot from renting the lot and improvements thereon during

periods of such owner's absence, nor shall the renting of multiple family units be prohibited.

CC. Chimneys. All exterior chimneys must be of wood, brick, stone or metal. Chimneys must be of such a color as to blend in aesthetically with the residence and will be subject to approval by the Committee.

DD. Building Height. Building height limitations may be imposed by the Declarant in order to preserve views from neighboring homes into common areas and to minimize the impact of structures on sensitive natural areas of the Ranch. Height restrictions, as a part of the Evaluation Criteria governing building envelopes, are discussed in the Caughlin Ranch Development Standards Handbook. No height limits can exceed Washoe County or City of Reno requirements unless expressly permitted by Washoe County or the City of Reno through approval of supplemental declarations.

EE. Driveways. Driveway cuts onto Ranch roads will be limited to one (1) per lot, unless otherwise approved by the Architectural Control Committee. The maximum entrance widths shall be sixteen (16) feet. The use of one (1) driveway for more than one (1) site will be encouraged by the Committee. However, the approval of a common driveway shall require that a legal easement be established between the site owners prior to approval.

FF. Exterior Lighting. All exterior lighting plans must be submitted to the Architectural Control Committee with construction plans. Exterior lighting which can be seen from the roads, the greenbelts, or a neighboring homesite must be indirect. The light source may not be visible in such circumstances. The "Lighting Policy" of the Caughlin Ranch Development Standards Handbook provide guidance for lighting decisions.

GG. Exterior Walls and Trims. Natural wood species, natural stones, or other materials deemed in the character of the development for a specific site by the Architectural Control Committee are required for all exterior walls. The siding must run one, consistent direction on all exterior walls and maintained and be of one wood species only. Redwood and cedar, or cedar shingles, are recommended. If exterior sidings are treated, preservative or semi-transparent stains are preferred. Solid body stains are acceptable for trim. Exterior colors must harmonize with the surrounding landscape and all colors are subject to approval by the Committee. All reflective metal such as chimney stacks, flashings, exhaust vents and pipes must be painted to match or blend with surround-

ing materials. All such colors are also subject to approval by the Committee. The Declarant may file subsequent Declarations specifying acceptable colors of stains and paints. All draperies and window coverings should also be of materials and colors which harmonize with the surroundings and should be chosen with consideration of neighbors and neighboring views, especially along greenbelts and roads. Aluminum windows, door frames, solar panels, and skylights must be bronzed anodized. Steel window and door frames must be painted to match or blend with surrounding materials. Colors are subject to approval by the Committee. The use of plywood siding is discouraged but will be considered by the Committee where deemed appropriate by the Committee.

HH. Mailboxes. Mailboxes and newspaper holders shall be of natural materials and natural colors, and are subject to the approval of the Committee.

II. Roofs. Wood shakes, wood shingles, or metal roofing in a color suitable to the Committee are encouraged. Other materials will be considered if deemed in character with the Ranch by the Committee. Flat roofs are highly discouraged.

JJ. Removal of Rocks, Trees, Shrubs or Other Natural Forms. All removal of rocks, trees, shrubs, or other natural vegetation must be shown on the construction plans and approved by the Committee. Areas to be left undisturbed must be shown on construction plans.

KK. Construction Procedures. Prior to the commencement of any construction activity on any lot or parcel, the owner and/or contractor shall rope off those areas not intended for actual construction or staging to protect the site from unnecessary damage to foliage and to reduce erosion and dust problems. The site shall be kept in a clean and orderly fashion at all times and the contractor shall have approved sanitary facilities on site as well as a garbage dumpster or other suitable device for regular disposal of trash. No construction materials shall be dumped or stored on roadways, pathways, trails, greenbelts, open space or any common area. Construction work hours shall be limited to 7 A.M. to 6 P.M. Monday through Saturday. The Committee may require the contractor to submit an erosion protection plan to control possible sedimentation travel to parks, greenbelts, streams, lakes, or other common area when in the opinion of the Committee it is deemed necessary or when required by the County or City as a condition of approval of a project. If requested, this plan will be submitted prior to any construction activity and carried out diligently.

IV. The Architectural Control Committee.

A. **General Powers.** All improvements constructed or placed on any lot or parcel must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by not less than two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvement proposed to be constructed, proposed material staging area, the existing topography with a minimum contour interval of two (2) feet, front, rear and all side elevations, showing the structure's relationship to the existing and finished topography, all cuts and fills, the color and composition of all exterior materials to be used, landscape plan, the screening proposed for any wood storage area, and any other information which the Committee may require, including soil and engineering reports and recommendations, if requested by the Committee. All non-residential and multi-family residential building plans must also include grading plans that specify the timing, sequence and extent of proposed grading. In the event a lot owner desires to redecorate the exterior of any existing structure, it shall only be necessary to submit the new proposed color scheme to the Committee for its approval. Remodeling or adding to existing structures or making structural or architectural changes shall require the lot owner to submit complete plans therefor to the Committee as in the case of erecting new structures. Failure of the Committee to comment on any application, properly submitted, within forty-five (45) days of receipt by the Committee at its office shall be deemed approval of such application by the Committee. The Committee shall have the power to render decisions on such other matters as are referred to the Committee under this Declaration, or as may be referred to the Committee by the Association with the Committee's consent, with applications for such decisions and the renderings thereof to be in accordance with such rules and regulations as may from time to time be adopted by the Committee. Committee comments with respect to any application shall be strictly followed. If requested by the Committee, applications must be resubmitted to the Committee, in which case the Committee shall have forty-five (45) days after the resubmission to comment thereon. The Committee may also adopt supplemental standards to meet the City Council's and/or the Board of County Commissioners' intent in their approval.

B. **Committee Membership.** The Committee shall be composed of not less than three (3) nor more than seven (7) members, to be appointed by Declarant, at least one of whom shall be a qualified member of one of the allied physical

design professions (i.e., civil engineer, architect, land planner, etc.), with the first Committee to consist of George Ferrari, A.I.A., Sam Jaksick, Donald Lonie, Alan Means, P.E., Steve Scolari, Dean Shaver, and Jack Sheehan, A.I.A.. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, except that the Committee need have no more than three (3) members. The power to appoint or remove Committee members shall be transferred permanently to the Association upon the sale of Declarant of all lots or parcels within the Development, or at any time prior thereto at the discretion of the Declarant.

C. **Grounds for Disapproval.** The Committee may disapprove any application:

1. If such application does not comply with this Declaration and/or the Development Standards Handbook;
2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, exterior finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or for purely aesthetic reasons.

D. **Rules and Regulations.** The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria which may include, among other things, provisions for the form and content of application; required number of copies of plans and specifications; provisions for notice of approval or disapproval, and various approval criteria. Copies of such rules shall, if adopted, be available to each buyer of a lot or parcel within the Development at the time of close of escrow and shall be maintained at the office of the Committee.

E. **Variances.** The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting hereof in the opinion of the Committee will not be materially detrimental or injurious to owners of other lots. The Committee may not grant variances to Washoe County or City of Reno land use regulations.

F. **Certification of Compliance.** At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such

form as it shall furnish from the contractor, owner or a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record and/or that all construction is in strict compliance with plans approved by the Committee.

G. **Administrative Fees.** As a means of defraying its expenses, the Committee shall require a filing fee of \$100.00 to accompany the submission of plans and specifications for a new home and a filing fee of \$50.00 for submitting plans for remodeling or additions or exterior redecorating color scheme. A filing fee of \$200.00 shall be required for any multi-family or commercial building. No additional fee shall be required for resubmissions, nor shall a fee be required for proposals for erection of a fence not as part of the original construction.

H. **Liability.** Notwithstanding the approval by the Committee of plans and specifications neither it, the Declarant, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specification or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. No member of the Committee shall be held liable to any person, whether an owner of a lot or parcel within the development or not, on account of any action or decision of the Committee or failure of the Committee to take any action or make any decision.

I. **Principal Office.** The principal office of the Committee shall be at 6121 Lakeside Drive, Suite 210, Reno, Nevada 89511, or at such other address as the Committee shall notify the Association in writing from time to time.

J. **Enforcement.** In the event any improvement shall be commenced without Committee approval as herein required or in the event any improvement is constructed not in conformance with plans therefor approved by the Committee, or not in conformance with this or any applicable supplemental declaration, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration set forth in Section IX below, the Committee shall also have the power and authority to institute legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this section provided, however, that no suit or other proceeding shall be commenced by the Committee after the expiration of sixty (60) days from such violation coming to the attention of the Committee in writing. All costs of litigation, including attorneys' fees, shall be charged to and paid by the defendant if

the Association prevails. Such charges shall constitute a lien on such property owner's lot from the date of entry of the judgment therefor in the judgment docket, and shall be enforceable as any judgment. In the event the Association is not successful, each party shall pay its own costs and attorneys' fees.

V. Caughlin Ranch Homeowners' Association, A Nonprofit Corporation.

A. **General.** The Association is a Nevada nonprofit corporation organized to maintain, develop and operate the common areas of the development and improvements located thereon. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

B. **Control of Association by Declarant.** For the initial period of thirteen (13) years from and after December 31, 1983, or until the final map for the last unit in the Juniper Trails Development has been recorded, whichever shall last occur or at such sooner date at Declarant's option, but in any event not more than twenty (20) years from said date, Declarant shall have sole management of the Association and the right to vote all memberships therein on all matters which may properly be voted on by members and such right herein set forth shall constitute, without further documentation, an irrevocable proxy couple with an interest in favor of the Declarant for the period of control herein set forth. From and after said initial period, all owners of lots within the development shall exercise full membership rights with respect to said Association; assessments may be levied as herein provided against lot owners (including Declarant to the extent Declarant is the owner of a recorded lot or lots) during said initial period. Declarant shall not during said initial period, (a) cause any of the Association's property to be dedicated for public use nor (b) cause the Association to be dissolved, nor cause the Association to borrow funds, except such as may be necessary for current expenses of the Association.

C. **Membership.** Membership in the Association is limited to owners of single family lots and multiple family dwelling units (also defined as lots herein) as shown on recorded plats, and is automatic with and appurtenant to such ownership and may be represented by a membership certificate; provided, however, that no such certificate shall be transferred on the books of the Association until all prior charges and assessments against said membership shall have been paid in full. No other persons may become members. There is only one class of memberships.

D. **Membership, Rights, Privileges and Obligations.** The rights and duties, privileges and obligations appertaining to various classes of memberships in the Association, including voting rights and assessment obligations, and penalties for failure to comply with the Association's Rules and Regulations are as set forth in its Articles and By-Laws. One owner of more than one lot or parcel shall be considered as one member for the purpose of use of the facilities of the Association. In the event a corporation, partnership or association shall own any lot or parcel, such corporation, partnership or association shall designate, by corporate resolution certified by the secretary or by written consent of all partners or members delivered in each case to the Association, the name of the person who, together with his family, shall have the right to utilize the facilities of the Association.

E. **Duties of Association.** The Association shall have the duty of enforcing the provisions of this Declaration including the duty to commence and maintain an action to enjoin any breach or threatened breach of the provisions hereof. In addition to such enforcement remedies as may be contained in the Articles and By-Laws of the Association, failure of any member to comply with the Rules and Regulations of the Association shall be deemed to be a violation of this Declaration and enforceable by the Association as other violations of this Declaration. The Association shall from and after January 1, 1985, be expressly required to maintain and repair and otherwise to manage to high standards all common areas owned or controlled by the Association, including all lakes within the development and all facilities thereof including, but not limited to, beaches and piers, all roads or paths or trails owned by the Association and all improvements located on any of the foregoing.

The Association shall purchase any and all equipment, materials and supplies necessary to undertake its duties imposed by these Declaration of Protective Covenants or its Articles and By-Laws. Declarant may sell any of such equipment, materials and supplies to the Association and the Association may purchase any of such equipment, materials and supplies provided the purchase price shall be the fair market value thereof.

VI. Assessments

A. **General.** Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby expressly authorized and empowered to levy annual and special assessments against all lots in the development, including those of

Declarant. Such assessments shall be uniform as to membership class. There shall be no assessments by the Association for maintenance of and/or repair to improvements within the areas held in undivided interests within multiple family residential areas (land owned in common). All costs and expenses incurred in connection with operation, maintenance, repair (including all taxes) or making improvements on areas held in undivided interests within multiple family residential areas shall be borne by the owners of units within the multiple family area and not the Association.

B. **Annual Assessments.** Within thirty (30) days prior to the commencement of each calendar year, beginning with the year 1985, the Board shall consider the current and future needs of the Association (excluding expenditures for which Special Assessments may be levied) and, in light of those needs, shall fix by resolution the amount of annual assessment for purposes, other than capital improvements for acquisitions, to be levied against each lot in the development, which amount shall be a debt of the owner thereof at the time such charge is made. Prior to January 1, 1985, all costs of undertaking and carrying out the duties of Association shall be paid by Declarant, its successor or assigns. During the calendar year 1985, Declarant, its successor or assigns, will pay all costs of undertaking and carrying out the duties of the Association covered by annual assessments in excess of the sum of \$30.00 per month for each existing membership.

C. **Special Assessments.** Special assessments may be made by the Board upon an affirmative vote of a majority of the memberships representing lots so assessed, upon a determination by the Board that such assessment is necessary for capital improvements of Association property or for purposes related to the health, safety and welfare of such lot owners or for the acquisition of additional Association property or for the benefit of Association members. No such special assessment shall be levied without benefit of a hearing for which at least twenty (20) days' written notice shall be given to all affected lot owners. Special assessments may be made by the Board against any lot without notice or hearing to secure the liability of the owner thereof to the Association arising out of any breach of the provisions of this Declaration by such owner, which breach shall require the Association to expend funds by virtue thereof.

D. **Notice.** The secretary shall mail to each owner whose lot is assessed, at such owner's address within the development, written notice of each annual or special assessment and the time and manner for payment thereof at least two (2) weeks prior to the time such assessment is due and payable to the Association.

E. New Units. The lots in new units shall be subject to pay the next installment of the previously established annual assessment, due (a.) after issuance of a certificate of occupancy for multiple family dwelling units, and (b.) after first sale of a single family lot by the developer thereof.

F. Collection and Lien. Annual assessments shall be paid either quarterly in January, April, July and October on the first day of each of said months or monthly on the first day of each month as determined by the Board. The amount of any special assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If any assessment payment is not paid on the date required, with ten (10) days grace, the entire amount of such assessment, including any deferred portion of any annual assessment, plus any other charges thereon, including interest at fifteen percent (15%) per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot so assessed when the Board causes to be recorded in the Office of the County Recorder of Washoe County, Nevada, a notice of delinquent assessment, which shall state the amount of such assessment, interest, costs, fees and any other charges, a description of the lot which has been assessed, and the name of the record owner of the property. (see NRS 278A.150). Such notice shall be signed by the President or Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien.

G. Priority of Lien. Conveyance of any lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.

H. Enforcement. The lien provided for herein may be enforced by sale of the property which is subject to a notice of delinquent assessment, such sale to be made by the Association or any of its authorized officers or attorneys in accordance with the provisions of Covenants numbered 6, 7 and 8 of NRS 107.030 and in accordance with the provisions of NRS 107.080 and 107.090 applicable to the exercise of powers of sale in deeds of trust, or in any other manner provided by law. In exercising the power of sale herein contained, the Association shall be deemed to occupy the position of Trustee and Beneficiary and the delinquent lot owner the position of defaulting Trustor. In addition to the above enumerated items constituting the lien, the Association may also realize from the sale the

costs of such sale together with a reasonable attorney's fee. The Association may be a bidder at the sale. All sales shall be conducted in accordance with the provisions of NRS 278A.150 and 278A.160.

I. Proof of Payment. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

J. Suspension. The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership, including voting rights, on account thereof to any owner or to any person claiming under them unless or until all assessments and charges to which they are subject have been brought current.

K. Fiscal Year. The Board may adopt a fiscal year other than the calendar year.

VII. Easements.

A. Reservation. The following easements also constituting irrevocable licenses over each lot or parcel and the common areas and the right of ingress and egress to the extent reasonably necessary to exercise such easements and irrevocable licenses are reserved to Declarant and its licensees and where applicable for the benefit of the Association, the Declarant, its successors and assigns.

1. Utilities. Such utility easements as are shown on maps of various units within the Caughlin Ranch development recorded from time to time together with the right to extend all utility services within such easements to other areas being developed within the development itself for the installation, maintenance and operation of all utilities, including street lights and the accessory right to locate or to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance and operation.

2. Shoreline Maintenance. A ten (10) foot wide strip coincident with the shoreline of any lake or watercourse in the development for the purpose of shoreline clean-up and maintenance, if any.

3. Slope and Drainage. A ten (10) foot wide easement across all lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.